

SO ORDERED



Nancy V. Alquist
NANCY V. ALQUIST
U. S. BANKRUPTCY JUDGE

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
Baltimore Division**

In re:

FREDERICK B. KNOTT, SENIOR

Debtor.

Case No. 11-29141-NVA
Chapter 7

STATE EMPLOYEES CREDIT UNION OF
MARYLAND, INC., *et al.*

Movants,

vs.

Contested matter: Second Motion to
Annul Stay

FREDERICK B. KNOTT, SENIOR, Debtor , *et al.*

Respondents.

FREDERICK B. KNOTT, SR. *et al.*,

Plaintiff,

vs.

Adv. Proc. No.: 17-00072-NVA

STATE EMPLOYEES CREDIT UNION OF
MARYLAND, INC. *et al.*,

Defendants.

Upon consideration of the Motion to Annul Automatic Stay (the “Motion”) filed by State Employees Credit Union of Maryland, Inc. (“SECU”) and Paul Diem (“Mr. Diem,” and collectively with SECU, the “Original Movants”) and joined in by Boardwalk 2001, LLC (the “Joining Movant,” and collectively with the Original Movants, the “Movants”), with respect to the property located at 1517 West 36th Street, Baltimore, Maryland (the “Property”), which was formerly owned by Frederick Knott, Sr. (the “Debtor”) and John Leschefsky (“Mr. Leschefsky”); and good cause being shown, and the consent thereto by the Debtor and Mr. Leschefsky, as recited in their presence on the Court record on August 2, 2017, and as evidenced by the signatures of counsel below, it is, by the United States Bankruptcy Court for the District of Maryland, hereby

ORDERED, that pursuant to 11 U.S.C. § 362(d)(1), the automatic stay arising in the above captioned case with respect to the property located at 1517 West 36th Street, Baltimore, Maryland (the “Property”) be and hereby is **ANNULLED as to all Movants**, so that the conveyance of the Property pursuant to the foreclosure sale conducted by Joining Movant to Virginia Matthias (“Ms. Matthias”), as evidenced by the deed recorded among the Land Records

of Baltimore City, Maryland in Liber 14342, at folio 368, is hereby deemed valid and not prohibited by the automatic stay arising in this case. All subsequent conveyances of interests in the Property, including but not limited to the conveyances listed below, are hereby deemed valid and not prohibited by the automatic stay arising in this case:

1. The conveyance of the Property from Ms. Matthias to Boardwalk 2001, LLC, as evidenced by the deed recorded among the Land Records of Baltimore City, Maryland in Liber 14632, at folio 445, is hereby deemed valid and not prohibited by the automatic stay.
2. The conveyance of the Property from Boardwalk 2001, LLC to Mr. Diem, as evidenced by the deed recorded among the Land Records of Baltimore City, Maryland in Liber 14679, at folio 245, is hereby deemed valid and not prohibited by the automatic stay.
3. The conveyance of a lien and security interest in the Property from Mr. Diem to SECU, as evidenced by the Deed of Trust recorded in the Land Records of Baltimore City, Maryland in Liber 14679, at folio 252, is hereby deemed valid and not prohibited by the automatic stay.
4. Any conveyance of a leasehold interest in the Property by Mr. Diem.
5. Any future conveyance of any interest in the Property; and it is further.

ORDERED, that all claims of any kind that Joining Movant, Boardwalk 2001, LLC may have against Mr. Leschefsky from the beginning of time through the present date, are hereby released, and the Joining Movant shall file all necessary papers with the Circuit Court for Baltimore City to vacate its deficiency judgment against Mr. Leschefsky; and it is further

ORDERED, that Adversary Proceeding 17-0072-NVA is hereby DISMISSED WITH PREJUDICE, each side to bear its own fees and costs; and it is further

ORDERED, that all claims of the Debtor in Adversary Proceeding 16-00548-NVA, which assert the Debtor and/or Mr. Leschesfky have an interest in 1517 West 36th Street, Baltimore, Maryland as a result of the violation of the automatic stay are withdrawn and dismissed with prejudice. All other claims, including claims for monetary damages and attorneys fees against Boardwalk 2001, LLC and Jay Dackman, remain open in Adversary Proceeding 16-00548-NVA.

ORDERED, that the Original Movants shall cause to be paid the sum of \$15,000.00 to counsel for the Debtor and Mr. Leschefsky within 14 days of the entry of this order and receipt of W-9 forms from the Debtor and Mr. Leschefsky; and it is further

ORDERED, the Debtor and Mr. Leschefsky have no right, title, interest and/or claim in or to the Property; and it is further

ORDERED, the Debtor and Mr. Leschefsky have agreed to release Original Movants of and from any and all claims, potential claims, and or demands arising out of and/or related to the Property; and it is further

ORDERED, that this order is effective immediately and any stay of this order pursuant to Federal Rule of Bankruptcy Procedure 4001(a)(3) is hereby waived; and it is further

END OF ORDER.

cc: John Leschefsky
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